UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

GHSP, INC.

and Case 7–CA–46266

LOCAL 275, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL–CIO

Judith A. Schulz, Esq., for the General Counsel.
Robert J. Chovanec, Esq. of Grand Rapids,
Michigan, for the Respondent.
Tony Barnes, for the Charging Party.

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Ludington, Michigan, on January 22, 2004. The charge was filed May 27, 2003,[1] and the complaint was issued July 31. The complaint alleges that the Respondent, GHSP, Inc., violated Section 8(a)(1) of the National Labor Relations Act (the Act) by making statements to employees at its Hart, Michigan facility, during the course of an organizing campaign, intended to deter them from speaking with each other about union matters and threatening the loss of benefits if they chose Local 275, International Brotherhood of Electrical Workers, AFL–CIO (Union) as their collective-bargaining representative.[2] In its answer, served August 11, the Respondent denied the essential allegations of the complaint.

The Respondent is alleged to have violated Section 8(a)(1) on two occasions. First, it is alleged that Paul Doyle, the Respondent's vice president of human resources, told employees on May 1, in the course of an organizing drive, that if the Union prevailed in the election, bargaining would start at "ground zero." The General Counsel and the Union assert that the statement implied to employees that a union victory would cause them to lose all of their benefits. They also contend that, although the Respondent held subsequent election–related meetings with the employees, it never retracted the "ground zero" statement or explained their rights pursuant to Section 7 of the Act. Second, the Respondent is further alleged to have violated Section 8(a)(1) by, around the time the Union filed its election petition, reprimanding Rodney Alsteens, a member of the organizing committee, for talking during worktime with Jo Ann Van Vleet, another member of the committee. They contend that the Respondent's action was intended to deter employees from speaking to one another about union matters.

[1] All dates are in 2003 unless otherwise indicated.
[2] At trial, the General Counsel withdrew para. 10 of the complaint.

The Respondent contends that Doyle did not tell employees that they would lose benefits if the Union prevailed in the election and reinforced that notion in subsequent statements. Furthermore, the Respondent contends that Alsteens was not prohibited from speaking to other employees about union matters, but rather, was counseled by a supervisor for habitually abusing worktime by wandering and socializing.

At the hearing, the parties were afforded a full opportunity to call and examine witnesses, present oral and written evidence, argue orally on the record, and file posthearing briefs. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

Findings of Fact

I. Jurisdiction

The Respondent, a corporation, with an office and business in Hart, Michigan, is engaged in the manufacture and nonretail sale of automotive shifters. During the calendar year ending December 31, 2002, the Respondent sold and shipped from its Hart facility goods valued in excess of $50,000 directly to points outside Michigan. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. Background

The Respondent is a manufacturer and supplier of automotive shifters in its facilities in Hart and Grand Haven, Michigan. It employs approximately 140 employees at its Hart facilities. On May 1, Tony Barnes, the Union's assistant business manager for manufacturing, delivered a letter to Eric Wilson, the Respondent's operations manager, informing him that the following employees were members of the Union's organizing committee: Rodney Alsteens, Terry Hines,[3] Diana Simpson, Carol Sibley, Jo Ann Van Vleet, Georgetta Huck, Kim Price, and Nettie Jo Mead. Barnes instructed the members of the organizing committee to attempt to have other employees sign union–authorization cards. On May 12, a petition was filed with the Board for certification of the Union as the collective-bargaining representative of "[a]ll full and part time production and maintenance employees including production control leaders and plant clerical as defined by the NLRA." The petition excluded "office clerical, professionals, guards and supervisors."[4] The Respondent and the Union initially agreed to an election date of June 26. However, the election was cancelled by the Regional Director after the charge was filed.

B. The May 21 Meeting

After the petition was filed, the Respondent began holding meetings regarding the union organizing campaign approximately every other week. Doyle and Wilson conducted the meetings. The Respondent held a separate meeting for each of its three shifts. The first set of meetings was held on May 21. Simpson, Price, Sibley, and Hines attended the meeting with the

[3] During the course of the union organizing campaign, Hines was known as Terry Alsteens.
[4] GC Exh. 2.

first shift on that day. At this meeting, Wilson explained to employees why the Respondent believed that the presence of a union in its facility would not be in the best interests of the employees or the Respondent. Wilson read from notes.[5] The prepared remarks were entitled, "First Communication" and stated at page 4, in pertinent part:

> The federal law expressly states that an employer's duty to discuss union demands does not include any duty to grant a demand or make a concession. For example, there is no "standard union contract" and all our work rules and conditions of employment would be open to negotiations. In other words, in a negotiation you don't start with what you presently have and start from there. Everything begins with a clean slate. For example, the Grand Haven union employees, in their last contract, voted to accept a $2.17 per hour wage reduction for new assembly operators and a 5-year wage freeze for all present assembly operators. This was necessary to move the Grand Haven operation into a more competitive position to win new business and improve job security.

After Wilson completed his presentation, Doyle and Wilson invited employees' questions. Their answers were spontaneous and unscripted. An employee asked what would happen with vacations and/or wages if the union prevailed. Doyle responded that, if the Union prevailed, the employees would have to start from "ground zero" regarding the negotiation of benefits. Price then asked Doyle to explain what would happen if the Union came in, but Doyle did not provide clarification. Talk about the "ground zero" remark spread throughout the facility after the meeting, and some employees approached the union organizers with questions about the comment.[6]

On May 22, the Respondent posted written questions and answers about the Union on the employee bulletin board.[7] The document stated at pages 4–5, in pertinent part:

> Q. If a Union were voted in, would I/we lose our vacation or would it be suspended until a contract is settled?
>
> A. If the vote is for a Union, there will be a period of time during which we will have to attempt to negotiate a contract. During that time all our present systems and policies remain unchanged unless the Company decides to change them for business reasons, which the Company is free to do after giving the Union an opportunity for input. As for the negotiated structure and design of a paid time

[5] It was not disputed that he read from a prepared speech. R. Exh. 3; Tr. 60, 69.

[6] Doyle could not recall whether he made the "ground zero" remark. Tr. 172. However, Wilson recalled that Doyle made the statement. Tr. 182. I credited the testimony of Simpson, Price, Hines, and Sibley that they each heard the "ground zero" remark since Wilson admitted hearing the statement. Tr. 53–54, 59–61, 71–72, 100. However, that is where their credibility ended. It is clear that they were concerned about the ramifications of that statement with respect to their benefits and sought clarification by management. Yet, neither Simpson, Price nor Hines had any recollection of any of the Respondent's subsequent communications on the issue of "ground zero" or possible loss of benefits. Sibley initially testified that she did not recall any subsequent clarification, but then conceded that "Paul Doyle may have said something to the effect that, if we got into negotiations, that everything would be subject to negotiate [sic]." Tr. 82. In addition, I did not credit Sibley's additional assertion—that Doyle allegedly stated that "ground zero" meant a loss of wages, vacation, tuition, and other benefits—because of her selective memory and the fact that her recollection varied significantly from the other three union witnesses. Tr. 70.

[7] GC Exh. 4, R. Exh. 6.

off policy – that would be decided in negotiations.

Q. Could we end up paying more for our benefits if there is a Union?

A. The structure of benefits programs and the rates that are set by the providers will determine the cost. If the structure changed through negotiations, it could affect the cost of benefits. Likewise, if the Union proposed things that would increase costs in other areas, the Company would be free to propose offsetting reductions.

Q. Is everything up for grabs – wages, benefits, and work rules?

A. Yes. All wages, hours, and working conditions are permissible bargaining topics for both sides.

Q. In negotiations could we wind up with lower wages?

A. Yes, All things are open to negotiations.

Q. Would the bonus go away if there was a Union here?

A. The bonus would be considered in negotiations.

Q. If there is a union and benefits change in a contract and we wind up with less vacation for example, would we have to give back what we already have?

A. That would not be our preference; however, all matters are open to negotiations.

The Union filed a charge with the Board on May 27, alleging, among other things, that the Respondent threatened employees with the loss of benefits by stating that bargaining would begin at "ground zero."[8] In response, the Respondent conducted another employee meeting on June 3. At the meeting, Doyle and Wilson read verbatim from prepared comments entitled, "Second Communication."[9] The script stated at page 2, in pertinent part:

> First, an update. On May 28 we received a notification from the NLRB that the IBEW had filed an "unfair labor practice" charge against GHSP. Specifically, they have charged that we "interfered, restrained, and/or coerced employees in the exercise of their Section 7 rights by: telling employees that they would bargain from zero, telling employees that they many [sic] not take vacations or holidays, increased the drug testing of employees, and telling employees not to talk to each other." Here is what we will tell the NLRB about these accusations:
>
> 1. We told all employees that if we wind up negotiating a contract that there are many things to be bargained; principally; wages, hours, and working conditions. Specifically what Paul read to everyone was the following, "there is no 'standard Union contract' and all our work rules and conditions of employment would be open to negotiations. In other words, in a negotiation you don't automatically start with what you presently have and work from there." Everything is subject to bargaining. The Company would not reduce wages or benefits, or make other unfavorable changes, just because there was a Union. But the Company would be free to propose favorable or unfavorable changes for legitimate business reasons, just as it would be without a Union, and the Company would be free to implement those items even if the Union disagreed, if negotiations reach impasse without agreement. Likewise, if Union proposals would increase costs or reduce efficiency, the Company would be free to propose offsetting reductions in other areas. Finally, if the Union proposed forced dues deductions, which would result in lower net pay to employees, the Company would not be obligated to agree to raise pay to make up for the cost of the Union dues—that too would be subject to bargaining. In

[8] GC Exh. 1(a).

[9] R. Exh. 4.

short, you can end up with more, less, or the same when a Union contract is negotiated, depending on the above factors.

2. No employee has had vacation or holidays adjusted outside normal operating guidelines.

3. We have made no adjustment in the drug testing program; in fact we do not even administer the program. It is fully administered by ASTS in Grandville—this is the same company that administers a similar program at the White House. The partnership team worked very hard to set and approve a drug testing policy, we contracted with the best company we could to ensure the accuracy and confidentiality of the program, we put support systems in place that first offers a helping hand to those in need—and the principal reason we have it is to ensure your safety while at work. This certainly seems consistent with the goals of most unions to promote work place safety.

4. We have never told employees that they cannot talk to one another. We have told everyone that work time is not to be abused by wandering or talking instead of working, and that applies whether the talk is about unions or anything else.

At this meeting, Doyle again responded to employees' questions regarding the "ground zero" comment on May 21. In response to a question whether they would "go to zero, they would lose everything," Doyle responded, "no, you wouldn't—you wouldn't go back to zero. Everything is negotiated and, you know, there may be some give-and-take."[10]

The Respondent followed up on that meeting by, among other things, having Bagley meet with the first–shift molding employees on June 5. Questions posed at the meeting were reflected in a transcript generated by Bagley. The first question was posed by Sibley: "Why did the Company say in the first meeting that everything would start from ground zero and then deny it in this meeting?" Bagley responded by explaining that he was present at the May 21 meeting and heard Doyle tell employees that "everything would be negotiated."[11]

The last meeting between the Respondent and employees prior to the election was held on June 17. Once again, the Respondent sought to address the concerns of employees regarding the election and the potential impact of unionization on employee benefits. Wilson read from a script entitled, "Third Communication." It stated at pages 3–4, in pertinent part:

For example, a recent letter from the Union presented the following two questions and answers . . .

Q. If we should elect Local 275 as our Union, would the benefits we have already be diminished?

A. No, Federal law makes it illegal to take anything away from you because you form a union of your own choice.

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[10] Robert Bagley, the Respondent's first–shift molding team leader, credibly testified that he heard Doyle make the statement. Tr. 137–138. His testimony was corroborated by Sibley, who conceded that "Paul Doyle may have said something to the effect that, if we got into negotiations, that everything would be subject to negotiate (sic)." Tr. 82.

[11] Bagley credibly denied hearing Doyle say at the May 21 meeting that employees would go to "ground zero" *and* lose everything. Tr. 140–142; R. Exh. 2. Sibley, on the other hand, initially testified that she could not recall any further discussion of the "ground zero comment" after May 21. Tr. 73.

and

Q. Will we have job security?

A. Yes, we will negotiate into your contract with GHSP a grievance and arbitration procedure that protects your job rights. This will stand up in a court of law. This is clever talk, but it really doesn't answer the question honestly. This is bad leadership. It preys on people's fear about losing benefits and our nation's current economic conditions as well as the recent plant closing at Spring Lake.[2] Here is the truth in these matters. The truth in regard to question 1 is that it is illegal to take benefits away from employees to penalize them because they unionize. It is legal to adjust benefits for business reasons unrelated to Union status. The rest of the story is that during negotiations all members are open and if the Union suggests an increase in one area, the company is free to suggest offsetting reductions.

Finally, in an updated question and answer list posted subsequent to May 22,[12] the Respondent stated, in pertinent part, at page 4:

Q. "If we lose wages and benefits in a negotiation for a contract, will the Union lower monthly dues, or will they be there to collect just the same?"

A. "We want to emphasize again that negotiations can result in more, less, or the same wages and benefits, the same as if there were no Union, and that GHSP would not propose reductions in wages or benefits, or anything else, just because employees voted for a Union. With that background, normally Union dues have nothing to do with what the contract wages and benefits are. The dues are set by the Union, sometimes as a number of hours of pay each month, and sometimes as a flat monthly fee."

C. The Respondent's Prohibition Against Alsteens Speaking With Other Employees

Alsteens has been an employee of the Respondent for approximately 7 years and is currently employed as a "mold tech" on the third shift. As a mold tech, he changes dies on plastic injection molding presses. Alsteens was the employee who initially contacted the Union in 2000 or 2001. During the organizing campaign, he advocated for the Union and solicited employees to sign union–authorization cards.

On April 14, Molding Department Team Leader Lucas Farias met with Alsteens to address certain work issues. He had "a lot of issues with [Alsteens] wandering around" in early April.[13] At the time of this meeting, Farias had been his supervisor for 2 years. He knew that Alsteens had been actively involved in trying to obtain union representation for the employees for about 2–3 years and that an organizing campaign was gaining momentum.[14] Farias took notes during and after his meeting with Alsteens. His notes highlighted the most important issues discussed: wearing a hard hat, performing standard work, swearing, finding someone to cover for him when he was on vacation, and "continuous improvement (keep busy)."[15]

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[12] R. Exh. 7 was dated May 22 simply because it was an update of the initial question and answer list posted by the Respondent. However, it was posted on a subsequent, unspecified date. Tr. 172–173.

[13] Tr. 117–118.

[14] Tr. 127, 135.

[15] Farias' contention—that the notation about keeping busy was really referring to Alsteens

Continued

The Respondent's policy permitted communication during worktime between employees in different departments in order to foster greater efficiency. Alsteens, as a technician in the molding department, and Van Vleet, as an assembler in the assembly department, were employees who spoke regularly with each other during worktime. Employees knew that they were not permitted to wander into other work areas and socialize if there was work to do.[16] There were also instances in which supervisors counseled employees for wandering when they should have been at their work stations. However, prior to the organizing campaign, neither Alsteens nor Van Vleet were ever spoken to or disciplined for speaking to coworkers while they were working.[17] After the campaign began, Farias spoke to Alsteens on at least two occasions about talking with other employees during worktime.[18] The first time that Farias had such a discussion with Alsteens was when he saw him outside his work area speaking with Wayne Fuller, a maintenance technician. The other time was when he observed Alsteens speaking with Van Vleet in her work area on a day in early June.

On the last occasion, Van Vleet asked others to have Alsteens see her about an issue over a part. After going to the restroom, Alsteens went to her station in the Assembly Department. Van Vleet explained that she needed "levers" from his department and was concerned about missing a shipment. Alsteens assured her that he would get the parts "right over to" her.[19] The conversation lasted up to 30 seconds and Alsteens returned to his work station.[20] Alsteens noticed Karen Fillips, Van Vleet's supervisor, coming out of the restroom while he talked to Van Vleet. Van Vleet then noticed Fililps, the team leader of the assembly department, and Farias watching her speak with Alsteens from the balcony overlooking her work area. Fillips was also aware that Alsteens and Van Vleet were union organizers.[21]

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habit of wandering—was not credible. One would expect that, if Farias were concerned about Alsteens wandering beyond his work area, talking too much and interfering with the productivity of other workers, that he would have mentioned those problems. He did not. As such, a reasonable construction of his references to "continue improvement" or "keep busy" is that Farias should remain busy while in *his own* work area. Tr. 120–127, 131; R. Exh. 1.

[16] Alsteens was aware of this policy. Tr. 24–28, 38, 46.

[17] Alsteens and Van Vleet testified that intra-departmental communication was condoned, while Farias maintained that he had conducted one-on-one counseling sessions with five other employees for walking away from their work areas when there was work they could be doing. Their testimony was not inconsistent, except as to Farias' contention that Alsteens was the worst wanderer. I did not credit that statement because he had conducted counseling sessions with others about wandering prior to April 14, yet allegedly counseled Alsteens about that for the first time on that date. Tr. 125–126.

[18] Tr. 27.

[19] I also found Van Vleet credible as to her testimony regarding the events of that day and the Respondent's policy of permitting assemblers to communicate with molding technicians. Tr. 45.

[20] Alsteens testified on direct examination that the conversation lasted up to 20 seconds, but testified on cross-examination that it lasted up to 30 seconds. Tr. 20, 24. I did not find the discrepancy of 10 seconds to be of any significance.

[21] Fillips claimed that several members of her team had complained to her for over a year about Alsteens talking to them in their work areas. However, I did not credit that testimony because it constituted uncorroborated hearsay from unspecified employees. Furthermore, I found it suspicious that, after a year of allegedly observing Alsteens wandering, Fillips waited until after the campaign began to complain to Farias about Alsteens talking to one of her workers. Tr. 106–110.

However, she never spoke with Van Vleet about her conversation with Alsteens on that day. On the other hand, Alsteens was approached by Farias shortly after returning to his work station. Farias asked Alsteens why he had been talking with Van Vleet. Alsteens explained that it was a work–related discussion, but Farias replied that Alsteens was not allowed to talk with anyone at any time and warned that he would be "written up" if caught speaking with other employees again.[22]

III. Discussion

A. The Respondent's Alleged Threat to Reduce or Eliminate Wages and Benefits

The General Counsel asserts that the May 21 statement by Doyle, as Respondent's agent, to employees—that collective bargaining would start at "ground zero" if they chose the Union as their collective-bargaining representative—constituted a threat of loss of benefits and, therefore, violated Section 8(a)(1) of the Act. The Respondent concedes the likelihood that Doyle made the "ground zero" comment on May 21, but denies that the statement created an impression in employees' minds that they would lose pay or benefits. Furthermore, the Respondent asserts that, even if it created such an impression, it took effective steps to dispel employees' concerns.

Employer statements that union success in a representation election will result in collective bargaining starting at "ground zero" or starting with a "clean slate" or "from scratch," violate Section 8(a)(1) "if, in context, they reasonably could be understood by employees as a threat of loss of existing benefits and leave employees with the impression that what they may ultimately receive depends on what the union can induce the employer to restore." *Taylor–Dunn Mfg. Co.*, 252 NLRB 799, 800 (1980), enfd. mem. 679 F.2d 900 (9th Cir. 1982). *See also*, *Aqua Cool*, 332 NLRB 95 (2001) (employer's statement that, if employees elected union they would lose all of their benefits and would have to "start [negotiations] from zero"); *Noah's Bay Area Bagels*, 331 NLRB 188, 201–202 (2000) (employer informed employees bargaining would start from "zero" and/or from the ground and emphasized threat by tapping ground with his hand); *Dlubak Corp.*, 307 NLRB 1137, 1145 (1992) (statements that "only the company can provide you with the pay and benefits you receive" and "you can receive nothing it doesn't agree to").

On the other hand, such statements do not violate the Act when other statements clarify that any wage or benefit reduction "will occur only as a result of the normal give and take of the negotiations." *Taylor–Dunn Mfg. Co.*, 252 NLRB at 800; s*ee also*, C*ardinal Home Products, Inc.*, 338 NLRB No. 154, slip op. at 24–25 (2003) (statements that negotiations would "start at zero" and "everything would be on the table," followed by statements that "it can go up, you can go down, it can stay the same"); *So–Lo Foods, Inc.*, 303 NLRB 749, 750 (1991), *enfd.* 985 F. 2d 123 (4th Cir. 1992) (contrast drawn by employer between an established unionized setting and "bargaining basically from nothing" in first contract talks did not indicate employer's intent to strip away benefits prior to bargaining and force union to negotiate restoration of those benefits);

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[22] Alsteens was a credible witness. Tr. 19–21, 29. His version of the events was corroborated by Farias, who conceded speaking to Alsteens on at least two occasions for speaking to other employees. Tr. 124. However, Alsteens' assertion—that Farias caused him to warn other employees that they should not talk with others during worktime—was irrelevant. Such testimony was irrelevant since the standard to be employed under Section 8(a)(1) is objective, not subjective. Tr. 22–23.

Flexsteel Industries, 311 NLRB 257 (1993) (statements that, in bargaining, "the parties come together with two blank pieces of paper," the "bargaining will start from scratch" and "that present benefits could be lost"); *Liquitane Corp.*, 298 NLRB 292, 296–297 (1990) (statement that all wages and benefits "are negotiable—nothing is automatic" and that negotiations "start with a blank piece of paper").

The credible evidence indicates that Doyle told employees on May 21 that any union negotiations regarding wages and benefits would start with a "clean slate" and, in response to an employee's question, that they would start from "ground zero." In posted written answers to questions raised by the employees, on and after May 22, the Respondent explained that the structure and cost of wages and benefits, as well as working conditions, would be subject to collective bargaining. It was also emphasized that negotiations could result in more, less or the same wages and benefits. Similar oral statements—indicating that everything is subject to negotiations—were made by the Respondent's supervisors on June 3, 5, and 17.

Considered in context, the Respondent's statements that negotiations with a union would start at "ground zero" or from a "clean slate," amounted to a reminder that the selection of a union will not automatically produce any improved benefits. *Telex Communications*, 294 NLRB 1136, 1140 (1989). Accordingly, Doyle's statements on May 21 did not threaten the loss of wages or benefits and, therefore, do not constitute a violation of Section 8(a)(1).

B. The Respondent's Prohibition Against Alsteens Speaking With Other Employees

The General Counsel further asserts that, during the first week of June, Respondent, by its agent Farias, prohibited employees from talking to each other and threatened those who did talk to other employees with discipline. It is further alleged that the Respondent engaged in such conduct in order to discourage its employees from forming, joining, or assisting the Union or engaging in other protected concerted activities. The Respondent denies any discriminatory intent in Farias' counseling of Alsteens. It asserts that Farias counseled Alsteens, an employee who habitually abused worktime by "wandering and socializing" and the "problem became worse in April 2003" when the wandering increased.[23]

Under Section 8(a)(1), it is an unfair labor practice for an employer to interfere with, restrain, or coerce its employees in the exercise of rights guaranteed by Section 7 of the Act. Unlike violations of Section 8(a)(3), however, an employer's antiunion animus is not a required element of Section 8(a)(1). *See Standard–Coosa–Thatcher Carpet Yarn Div. v. NLRB,* 691 F.2d 1133, 1138 (4th Cir. 1982). Rather, the issue is whether the employer engaged in conduct that, under the circumstances, reasonably tends to intimidate employees from engaging in protected activity. *Medeco Sec. Locks, Inc. v. NLRB*, 142 F.3d 733, 745 (4th Cir. 1998); *American Freightways Co.,* 124 NLRB 146, 147 (1959).

Farias first spoke with Alsteens about wandering and talking with employees outside his work area in April 2003. He also met with Alsteens on April 14 to discuss several performance–related issues. Farias' notes of that meeting indicate that he told Alsteens to "continue improvement (keep busy)." However, that note was consistent with a concern about Alsteens improving his productivity and not with him interfering with other workers while they worked. In any event, the timing of both encounters supports a strong inference that they were precipitated by Farias' concern about Alsteens' activities on behalf of the Union.

[23] GC Br. 12–15; R. Br. 14.

In early June, Alsteens, a known union organizer, was reprimanded by Farias for talking to Van Vleet, another known union organizer. Alsteens was on his way back to his work area from the restroom when he stopped briefly to talk to Van Vleet near her work area about a work–related matter. Both Farias and Fillips admitted that work communications are encouraged and that employees would talk to one another while working or visiting other work areas. In this instance, however, Farias believed that Alsteens' conversation was not work–related. As such, the credible evidence indicates that Farias' reprimand was a pretext for interfering with discussions between Alsteens and Van Vleet about union matters. Prior to the organizing campaign, Alsteens and other employees talked at work without interference by supervisors while, after the campaign, employees not associated with the Union continued to talk and visit with other employees without incident. It is unlawful for an employer to restrict conversation about union matters during worktime while permitting conversations about other nonwork matters. *Emergency One, Inc.*, 306 NLRB 800, 806 (1992); *see also Magnolia Manor Nursing Home*, 284 NLRB 825, 829 (1987); *F. Mullins Construction*, 273 NLRB 1016, 1022–1023 (1984). Here, the Respondent permitted general and work–related conversation among its employees. However, Farias knew that Alsteens was active in the organizing campaign and threatened to discipline him if he continued talking with other employees about "anything." It is clear, based on the circumstances, that the Respondent's statements had the effect of interfering with its employees in the exercise of rights guaranteed under Section 7 of the Act.

CONCLUSIONS OF LAW

1. GHSP, Inc. is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local 275, International Brotherhood Of Electrical Workers, AFL–CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. By prohibiting employee Rodney Alsteens from talking to other employees about union–related matters, the Respondent violated Section 8(a)(1) of the Act

4. By engaging in the conduct described above, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. The Respondent did not further violate the Act as alleged in paragraph 7 of the complaint.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[24]

[24] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, GHSP, Inc. its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Prohibiting employees from talking to each other about union–related matters.

(b) Threatening employees with discipline if they talk to each other about union–related matters.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

Within 14 days after service by the Region, post at its facility in Hart, Michigan, copies of the attached Notice marked "Appendix."[25] Copies of the Notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where Notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the Notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the Notice to all current employees and former employees employed by the Respondent at any time since June 1, 2003.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. May 7, 2004

Michael A. Rosas
Administrative Law Judge

[25] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT prohibit you from talking to other employees about your union support or activities.

WE WILL NOT threaten you with discipline if you talk to other employees about your union support or activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

_____
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

477 Michigan Avenue, Federal Building, Room 300, Detroit, MI 48226-2569
(313) 226-3200, Hours: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (313) 226-3244.